

MEMBERSHIP AGREEMENT



Premise: 79 Ayer Rajah Crescent, #04-07, Singapore 139955

Agreement Date: Mar 29, 2024

Member Details

Company Name: oTMS Transport Technologies Pte. Ltd

Company Registration No: 202220381H

Contact Name: Mirek Dabrowski

Designation:

Phone No: +65 9083 9964

Email Address: mirek.dabrowski@otms.com

Company Details

Company Name: StartupX Pte Ltd

Email Address: office@thestartupx.com

Bank Account No: 0720014928

Bank Name: DBS Bank

Bank Code: 7171

SWIFT / BIC Code: DBSSSGSG

Paynow: 201817300H

Main Terms of Agreement

Membership Commencement Date: 01/04/2024

Membership End Date: Upon Notification

Signed By

StartupX Pte Ltd

Name: Raymond Doraisamy

Designation: Director

Date: 8 Apr 2024

Signed By

oTMS Transport Technologies Pte. Ltd

Name: Mirek Dabrowski

Designation:

Date: 8 April 2024

MEMBERSHIP AGREEMENT



The Member confirms to have read and understood the terms and conditions of this Membership Agreement and agrees to be bound by them.

DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Provider, we, us: We are the organization providing use of SpaceX to you, as well as your Membership. We may offer additional Membership Services to you depending on where you are located. We'll be referred to as Provider, we, or us. If we use pronouns to describe ourselves, they will include our and ours, as well as other first-person pronouns. These terms will apply to us as well as all of our employees.
- b) You, the Client, the Member: You are the Client utilizing the above-mentioned Membership Services. You'll be referred to as you, the Client, or the Member. If we use pronouns to refer to you, we'll use your and yours.
- c) Parties: Collectively, the parties to this Agreement (us and you) will be referred to as Parties.
- d) SpaceX: The Coworking Space is the communal working space we make available, located at the following address: 79 Ayer Rajah Crescent, #04-07, Singapore 139955

MEMBERSHIP SERVICE

The Membership Services will generally refer to the following services we offer:

- Access to SpaceX - SpaceX is available on the following days and times: 24/7
- Maintenance and upkeep of the SpaceX
- Use of basic amenities at SpaceX, such as air conditioning, and electricity, including shared pantry space and shared kitchen appliances
- Use of Internet service at the SpaceX
- High-energy usage appliances such as copiers and mining machines/PCs are not allowed
- Boardroom usage for meetings and discussions will be based on a first-come-first-serve reservation

You may also be able to use SpaceX as follows:

- To receive mails
- Official company address
- Customer meetings in the boardroom

MAIL HANDLING

You may be able to receive mail at SpaceX. You authorize the Provider to act as an agent on your behalf to receive mail. We are not responsible for any non-delivery or delay of your mail.

DAMAGES

If you or any of your guests damage any property at SpaceX, you will be held liable, including charges incurred to repair or replace property or items.

STORAGE

Storage of personal property at SpaceX applies to the following:

- Dedicated Desk: Permitted to store items at your assigned desk
- Hot Desk: Not Permitted to store items at any desk

We are not liable for any loss of or damage to items left at SpaceX. You waive any claims you may have regarding any personal items and are solely responsible for them. Moving in additional furniture may affect the space and approval would be required before it is allowed.

THIRD-PARTY ACTIONS

Please be advised that we are not responsible for the actions of other Members or their guests. We assume no responsibility or obligation regarding any disputes which may take place between our Members or guests.

NO EXPECTATION OF PRIVACY

You acknowledge and agree that you may not have any expectation of privacy when you are using the internet and telecommunications systems at SpaceX. We may monitor your activities to keep our networks and spaces safe.

MEMBERSHIP AGREEMENT



AMENDMENTS

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to do so, including revising anything contained herein. All modifications to this Agreement are in full force and effect immediately upon posting on the Website. All modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

You agree to routinely monitor this Agreement on the Website to note modifications or variations. We might also change the scope of the Membership Services. If we do so, and you are unhappy with the new offerings, please feel free to contact us.

CREDENTIALS

As part of your Membership Services, you may be required to set up specific access information for SpaceX, such as a username and password. You may also receive an access device, like an electronic access pass. You are responsible for ensuring the safety and security of your access information or device. You must not share the access information or device with any third party. If you discover that the access information or device has been compromised, you agree that you will notify us immediately.

FEES

Membership fees shall be payable in advance by the 7th of each month at the following rates (excl. GST):

- Dedicated Desk: \$249 per desk, per month
- Hot Desk: \$149 per desk, per month
- Locker: \$50 per locker, per month

No holidays, special events, or weekends will excuse your obligation to pay timely Fees as described by this Agreement. If you are late with Fees, the following late fee shall apply 5% per annum.

SECURITY DEPOSIT

At the time of signing of this Agreement, you will pay, in trust, a security deposit of 1 month's fees to be held for any unpaid Fees, upon the expiration or termination of this Agreement or in case of your default.

ACCEPTABLE USE

You may be provided an additional list of rules upon your registration. If so, the rules you are provided as well as the rules below apply to your Membership.

You are not to damage the business reputation or physical property of the Provider. You may not act in any way that presents danger or disruption to other Members, guests, employees, agents, or animals at SpaceX.

You will not harass, abuse, or threaten others, or otherwise violate any person's legal rights.

You will not violate any intellectual property rights of the Provider or any third party.

You will not use SpaceX to upload or otherwise disseminate any computer viruses or other software that may damage the property of another.

You will not use SpaceX to perpetrate any fraud.

You will not publish or distribute any obscene or defamatory material or any material that incites violence, hate, or discrimination towards any group at SpaceX.

You will not unlawfully gather information about others, including photographing or videotaping others without their consent.

You may not use SpaceX for sleepovers or short-term accommodation.

TERM

The term of this Agreement ("Term") shall begin from the Effective Date and run for a period of the following:

1 month, with termination simply by 1 month's notice after a minimum of 1 month by either Party

The Term will automatically renew monthly unless terminated by either of the Parties as described in the Article describing Termination.

MEMBERSHIP AGREEMENT



TERMINATION

At least 30 (thirty) days before the expiration of the Term, either Party may terminate by sending written notice to the other Party.

This Agreement may also be terminated if:

- a) the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
- b) the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;
- c) the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or the event that either party considers a conflict or potential conflict of interest has arisen between the parties.
- d) Unpaid fees accrued after 21 days

If the Agreement is terminated, you agree to pay us all fees incurred before the termination date, regardless of which party terminated or why.

Any termination under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either party may be entitled to. Any provision or subpart of this Agreement that is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

INDEMNIFICATION

You agree to defend and indemnify us and any of our affiliates (if applicable) and hold us harmless against any legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of SpaceX or Membership Services, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select our legal counsel and may participate in our defense if so desired.

- You understand that if someone or something at SpaceX gets hurt or damaged as a result of my negligence, then you are responsible for paying for that injury or damage if your insurance provider does not.
- In no event shall SpaceX, or its agents, employees, members, shareholders, or guests be liable for any direct, special, incidental, indirect, punitive, consequential, or other damages whatsoever, including but not limited to damages for loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty, negligence, and any other financial or other loss whatsoever, arising out of or in any way related to the participation in or inability to participate in or use of SpaceX or its services, the provision of or failure to provide Services, or otherwise under or in connection with any provision of this agreement.
- You agree not to hold SpaceX or its employees or agents responsible for the loss, theft, or damage of Members' personal belongings including but not limited to laptop computers, cell phones, clothing, bags, wallets, or books. All items left on the premises are done at the sole risk of the owner.

GOVERNING LAW

This Agreement shall be governed by and construed following the laws of Singapore without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county: Singapore.

FORCE MAJEURE

We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.